

A. G. Contract No. KR922820TRN
ECS File: JPA 92-131
Project: Engineering Survey Acct
Section: Lake Havasu City

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 30 September, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and LAKE
HAVASU CITY, acting by and through its MAYOR AND CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The City requests the State, as agent for the City, to
perform certain work and prepare certain documents required by
the Federal Highway Administration to qualify certain highway,
bridge and railroad grade crossing projects for and to receive
Federal funds. Such future work, consisting of, but not
specifically limited to, the review and approval of the City
prepared environmental documents, the preparation of the
analysis requirements for documentation of environmental
categorical exclusion determinations; review of reports, design
plans, maps, and specifications; geologic materials testing and
analysis; right-of-way related activities (when specifically
authorized by, for and on behalf of the City, and at no cost to
the State) and such other related tasks essential to the
achievement of the aforementioned objectives.

NO. <u>18079</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/30/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky D. Greenwood</u>

d. Insure that sufficient City funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The City assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the City, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the City's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the City or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, Arizona 85007

Lake Havasu City
City Manager
1795 Civic Center Blvd.
Lake Havasu, AZ 86403

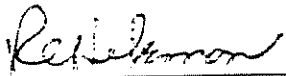
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

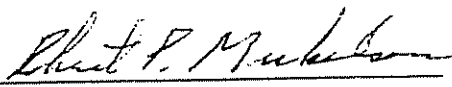
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF LAKE HAVASU CITY

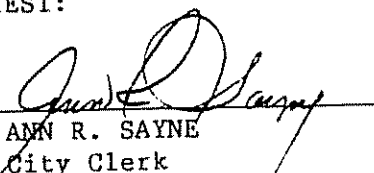
STATE OF ARIZONA

Department of Transportation

By 
R. L. HILEMAN
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By 
ANN R. SAYNE
City Clerk

ARIZONA DEPARTMENT OF TRANSPORTATION

Local Government Bulletin 91-2

October 1, 1991

All Project Sponsors, County Engineers, and City Engineers

1: MARK DANELOWITZ, P.E. *J.M.*
Local Government Engineer
Local Government Services

Preliminary Engineering and Construction project matching funds submittal.

implemented a comprehensive transportation project cost accounting program (TRACS) in 1988 to handle the cost accounting for ADOT and local government projects. We believe that all the have been worked out of the program and we can now provide more ly and comprehensive project cost accounting and reporting rmation. In order to facilitate timely submittal of preliminary neering and construction matching funds, the following procedures being implemented for projects currently being developed and for development of future projects yet to be submitted to ADOT for aistration.

PRELIMINARY ENGINEERING

Local governments have executed an intergovernmental agreement ADOT that outline procedures to recover the design review and package preparation costs by ADOT to administer the development advertisement for bid of your highway construction projects. has no financial involvement in any local government project, must recover its cost to administer your project in accordance federal requirements. Local Government Services will request Administrative Services Division, a federal-aid and TRACS ct number when a Design Concept Report is submitted to ADOT. A mination will be made by Local Government Services of the ated design review and bid preparation costs for the project. roject sponsor will receive a letter from Accounts Receivable on of Administrative Services Division requesting that the or send to ADOT the amount requested within 30 days. Based on eview of the costs to administer a majority of projects over the hree years, a minimum of \$5,000.00 will be required for all ts. Should project design review costs exceed your deposit y development of your project, Accounts Receivable Section will e you for the estimated costs to complete development of your t. At the conclusion of the preliminary engineering phase of oject, a final accounting of design review project costs will e. You will be informed by letter from Accounts Receivable n, of the final design review costs for your project. If any onal funds are required, a request for those funds will be ed in the letter. Failure to provide ADOT with funds for inary engineering within 30 days, may jeopardize the continued pment of your project.

JPA 92-131

RESOLUTION

BE IT RESOLVED on this 25th day of November 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Lake Havasu City for the purpose of defining responsibilities for establishing an engineering survey account.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for Mary E. Petrus

JAMES S. CREEDON
Acting Director

RESOLUTION NO. 93-931

RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION
FOR THE DESIGN REVIEW AND CONSTRUCTION OF TRAFFIC SIGNALS
AND ASSOCIATED IMPROVEMENTS AT THE INTERSECTIONS OF
SMOKETREE AVENUE WITH MCCULLOCH BOULEVARD AND MESQUITE AVENUE

WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for the design review and construction of traffic signals and associated improvements at the intersections of Smoketree Avenue with McCulloch Boulevard and Mesquite Avenue; and

WHEREAS, the purpose of the agreement is to jointly fund the design review and construction of traffic signals and associated improvements at the intersections of Smoketree Avenue with McCulloch Boulevard and Mesquite Avenue; and

WHEREAS, the City and the Arizona Department of Transportation have the existing powers pursuant to A.R.S. § 11-951, et. seq;

THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the design review and construction of traffic signals and associated improvements at the intersections of Smoketree Avenue with McCulloch Boulevard and Mesquite Avenue;

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 11th day of August, 1993.

APPROVED:

R. L. Hileman
R. L. Hileman, Mayor

ATTEST:

Ann R. Sayne
Ann R. Sayne, City Clerk

APPROVED AS TO FORM
LAKE HAVASU CITY ATTORNEY'S OFFICE:

By:

Frederick J. George

REVIEWED BY:

Bill Madigan
for Bill Madigan
Public Works Director

I hereby certify that the foregoing is a true, complete and accurate copy of a resolution duly passed and adopted by the Lake Havasu City Council at their Regular Meeting held on the 11th day of August, 1993.

Ann R. Sayne
Ann R. Sayne, City Clerk



JPA 92-131

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 15th day of Sept, 1993.

Thaurien George
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2820-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of September, 1993.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section